

THIS BOOK DOES  
NOT CIRCULATE

PREAMBLE

This Agreement entered into this       day of       ,  
1976, by and between the BOROUGH OF FAIRVIEW, in the County of  
Bergen, New Jersey, a Municipal Corporation of the State of New  
Jersey, hereinafter called the "Borough", and COUNCIL NO. 5,  
N.J.C.S.A. (Fairview Chapter), hereinafter called the "Association",  
representa the complete and final understanding on all the bargain-  
able issues between the Borough and the Association.

11/76 - 6/30/77

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Labor Relations

JUN 15 1977

RUTGERS UNIVERSITY

ARTICLE I  
RECOGNITION

A. The Borough recognizes the Association as the exclusive collective bargaining agent for all white collar employees covered by the job titles and provisions of Schedule "A" attached hereto.

ARTICLE II

MANAGEMENT RIGHTS

A. The right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject only to the limitations of this Agreement and applicable State law, is vested in and retained by the Borough.

ARTICLE II-A

EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the New Jersey State Statutes or Civil Service Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, state or federal law.

C. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. No reprisals of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Suspensions, Demotions, Removals:-

1. In any case where a permanent employee in the classified service as defined in the Civil Service Rules and Regulations is issued a preliminary notice of disciplinary action involving, a) suspension for more than five (5) days at one time, b) the third suspension or third fine in one calendar year or suspensions aggregating more than fifteen (15) days in one calendar year, c) demotion, or d) removal, the Mayor and Council shall conduct a hearing on the matter. The procedures set forth in the Civil Service Rules and Regulations shall be binding.

B. Grievances:-

Any grievance relating to the position, wages, or working conditions of an employee covered by this Agreement shall be handled in the manner set forth below:

a) The employee should discuss the grievance with his immediate supervisor. He may be represented by a member of the Association. In the event the Association declines to represent the employee, he or she shall have the right to proceed without such representation. If the employee or the Association is not satisfied with the result of the discussion with his supervisor, either may file a written notice of grievance with the employee's Department Head. If, for any reason, the employee or the Association does not

wish to discuss the grievance with the employee's supervisor, the procedure may be begun with the written notice to the Department Head.

b) The Department Head shall review all aspects of the grievance that he deems necessary and shall render a written determination within five (5) days and shall advise the employee and the Association of such decision immediately thereafter and forward to each a copy of his determination.

c) The employee or the Association may appeal the decision of the Department Head if either is unsatisfied with the result, by filing a written notice of appeal with the Mayor and Council and, at the same time, forwarding copies of all previous writings on the matter. Within the next ten (10) days, the Mayor and Council shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the employee and the Association of such decision immediately thereafter and forward to each a copy of their determination.

d) If the grievances are not settled by the steps outlined above, the Association or the employee, within ten (10) working days after receipt by the employee and the Association of the Mayor and Council's decision, shall have the right to file an appeal with the Public Employment Relations Commission (hereinafter PERC). PERC shall appoint an arbitrator to hear the grievance. The

arbitrator's decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies and shall be rendered within thirty (30) days after completion of the hearing and shall be final and binding upon both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

ARTICLE IV

WORK WEEK

A. The standard work week shall consist of five (5) days, Monday through Friday, six (6) hours per day, from 9:00 a.m. to 4:00 p.m., with one (1) hour off for lunch. The total work week shall be thirty (30) hours.

B. If an employee is required to work in excess of thirty (30) hours, but fewer than forty (40) hours in a work week, he or she shall be paid straight time for those hours. If an employee is required to work in excess of forty (40) hours in a work week or in excess of eight (8) hours in a work day, he or she shall be paid one and one-half times his or her salary for those hours.



## ARTICLE V

### HOLIDAYS

A. All full time employees shall be entitled to holiday leave of absence with pay in celebration of the following holidays:

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- General Election Day
- Thanksgiving Day and the day following
- Christmas Day

If any of the above holidays falls on a Saturday or Sunday the following shall be adhered to:

- a) If the holiday falls on Saturday, same shall be celebrated on the preceding day; namely, Friday.
- b) If the holiday falls on Sunday, same shall be celebrated on the following day; namely, Monday.

B. Nothing herein shall prevent the Mayor and Council from granting additional holidays, if it sees fit to do so.

C. If an employee is required to work on a holiday, Saturday, or Sunday, the said employee shall be compensated at straight time and shall receive an additional holiday in substitution therefore; if, on such holiday, Saturday or Sunday, the employee is required to work in excess of eight (8) hours, the said employee shall be compensated for those hours in excess of eight (8) hours at time and one-half.

## ARTICLE VI

### VACATIONS

A. All full time employees shall be entitled to paid vacation in accordance with the following schedule:

- a. From date of hire through December 31, of the year of hire - 1 day for each 30 days of employment;
- b. From January 1, of first full calendar year after date of hire through December 31, of third full calendar year after date of hire - 12 days;
- c. From January 1, of fourth full year after date of hire through December 31, of eighth full calendar year after date of hire - 15 days;
- d. From January 1, of ninth full year after date of hire through December 31, of eighteenth full calendar year from date of hire - 20 days;
- e. From January 1, of nineteenth full year after date of hire and thereafter -- 25 days.

Where in any calendar year when the vacation or any part thereof is not granted or taken, such vacation periods or parts thereof shall accumulate and shall be granted during the next succeeding calendar year only.

## ARTICLE VII

### HOSPITALIZATION & INSURANCE BENEFITS

A. The Borough shall provide, at no cost to the employees, those hospitalization and medical payments benefits provided in the New Jersey Health Benefits Plan covering employees and their dependents. In addition, the Borough shall provide compensation to each employee, not to exceed \$15.00/month, as reimbursement for payments by such employees for dental insurance premiums, it being understood that no such payments shall be made except in reimbursement for such premiums.

In the event that the insurance carrier presently carrying the hospitalization and medical insurance for the Borough shall refuse to carry or continue said insurance coverage, the Borough shall immediately apply to a new insurance company for the identical insurance as is now provided and shall provide that there shall be no interruption of insurance coverage afforded.

The Borough will provide and pay hospitalization and medical insurance for all full time employees and their dependents, upon their retirement after a minimum of twenty-five (25) years of service, until such employees are accepted into the Medicare program.

## ARTICLE VIII

### SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care and attendance of such employee, or absence caused by death in the immediate family of such employee.

B. Sick leave with pay shall be granted to all full time employees of not less than one working day for each month of service during the first calendar year and fifteen working days for each calendar year, thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed. No employee who may be disabled either through injury or illness as a result of or arising from their respective employment shall be required to utilize the sick leave accumulated during such period of disability.

C. Accumulated sick leave shall be determined and calculated from the date of employment or from the date the Borough adopted Civil Service, whichever date is later.

D. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. An employee who shall be absent on sick leave for five (5) or more consecutive working days, upon request by the Borough shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required before return to employment if requested by the Borough. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE IX

BENEFITS ON TERMINATION

A. Unused Sick Leave:-

Each employee who resigns or retires at any time after completing ten (10) years of service with the Borough, shall receive a payment equal to one-half of the employee's accumulated sick leave days multiplied by the employee's base rate of daily compensation at the time of his or her resignation or retirement, provided that:

- a) No such payment shall exceed \$12,000.00;
- b) No unused sick leave prior to the adoption of Civil Service by the Borough shall be counted.

ARTICLE X

WORK RELATED INJURIES OR SICKNESS

A. The Borough shall make payment of his or her full salary to any employee who receives an injury or illness as a result of or arising out of the employee's employment with the Borough, which injury or illness prevents the employee from performing his or her duties, provided that the employee assigns and pays over to the Borough any payments made to him or her for temporary disability under the Workmen's Compensation laws of the State of New Jersey.

ARTICLE XI

PERSONAL DAYS

A. In addition to any other leaves of absence set forth herein, all full time employees shall receive a leave of absence of three (3) days per calendar year with pay for personal business, including Religious Observance.



ARTICLE XII

SALARIES & COMPENSATION

A. Each employee shall receive a salary in accordance with Schedule "B" attached hereto, effective January 1, 1976.

B. - Full time employees shall be paid on a weekly basis.

## ARTICLE XIII

### LONGEVITY

A. All full time employees shall receive longevity pay of two (2%) percent of their annual base salary for every four (4) years of service with a maximum of ten (10%) percent for twenty (20) years or more of service.

B. Longevity shall be effective after the completion of the third, seventh, eleventh, fifteenth, nineteenth full years of employment in accordance with the following schedule:

0 years through 3 years	-	0%
4 years through 7 years	-	2%
8 years through 11 years	-	4%
12 years through 15 years	-	6%
16 years through 19 years	-	8%
20 years and over	-	10%

C. Employees who become eligible for a longevity payment during the current calendar year plus one day will receive the payment from the first of the year. The longevity payment will be calculated once each year as of January 1, for each eligible employee.

D. The longevity payment will be computed on the amount of the base salary of the employee at the time he becomes eligible for a longevity payment and each year thereafter on January 1. The annual base salary for full time employees with more than one classification or title shall be, for the purpose of computing longevity, the sum total of the salary and wages accrued for each classification or title. Overtime will not be considered in computing longevity payment.

E. Longevity payment will be computed from the time the employee first became employed by the Borough.

F. Longevity payments shall be added to an employee's base salary and shall be paid in accordance with the same procedure as for salaries.

ARTICLE XIV

PAYROLL DEDUCTIONS

A. Payroll deductions from employees' salaries for dues to the Association shall be made by the Borough upon submission by the Association to the Borough of notification by the employee authorizing the Borough to deduct the dues from his pay and to forward same to the Association.

ARTICLE XV

MAINTENANCE OF BENEFITS

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Borough in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XVI

SEPARABILITY

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

TERM

A. This Agreement shall become effective as of January 1, 1976 and shall remain in full force and effect until midnight on June 30, 1977.

B.. In the event the parties do not enter into a new Agreement on or before midnight June 30, 1977, then this Agreement shall continue in full force and effect, on a month to month basis, until a new Agreement is executed.

ATTEST:

\_\_\_\_\_  
Borough Clerk

WITNESS:

\_\_\_\_\_

BOROUGH OF FAIRVIEW

BY: \_\_\_\_\_

MAYOR

COUNCIL NO. 5, N.J.C.S.A.

BY: \_\_\_\_\_

PRESIDENT